



STATE OF WASHINGTON

DEPARTMENT OF ARCHAEOLOGY & HISTORIC PRESERVATION

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WEB PORTAL USER AGREEMENT

I. Purpose

The purpose of this document is to set forth the agreement between the Department of Archaeology and Historic Preservation (DAHP) and Tribal Government Users relating to the use of restricted archaeological and historic data on DAHP's web based portal.

II. Policy

DAHP maintains records identifying the location and nature of archaeological and historic sites within the state of Washington. DAHP agrees to share this information through the web based portal with qualified Users. Qualified Users must meet one or more of the definitions listed below:

- A.** Professional Archaeologist: *Secretary of the Interior's Professional Qualification Standards* and the definition of "professional archaeologist" in RCW 27.53.030 with a specialty in prehistoric, historic and/or under water archaeology or geomorphology. DAHP requires the User to submit *vita* and copy of Graduate diploma documenting the User meets these standards, unless User is currently listed on DAHP's Archaeological Consultants Lists and has already submitted said documentation.
- B.** Tribal Historic Preservation Officer (THPO): the user has been officially designated by a federally recognized Indian Tribe to direct a program approved by the National Park Service and the THPO must have assumed some or all of the functions of State Historic Preservation Officers on Tribal Lands.
- C.** Employee of Tribal Cultural Resources Department: the User is an employee of a Tribal Cultural Resources Department and has been designated to be the contact person for cultural resources reviews by the Tribal Chair or Tribal Council. DAHP requires the User to submit documentation showing the User meets these standards.

III. Security for Archaeological Site Inventory Data

To protect sites from looting and vandalism, archaeological sites are exempt from public disclosure consistent with Washington State Statute RCW 42.56.300 and federal statute 16 U.S.C. 470w-3(a).

- A.** The User agrees to use this information only for the purposes of environmental review, site protection, scientific research or educational development.
- B.** To gain access to exempt information, the User must create a user name and password using Secure Access Washington (SAW) before submitting this agreement to DAHP. The user can sign up at <http://secureaccess.wa.gov/>
- C.** The User will keep his or her password confidential and shall not share, transfer or make it available to any other person or entity. The User will also safeguard all material printed or

downloaded in electronic format from the web portal that contains archaeological site location information.

D. DAHP monitors usage through various tracking procedures. Tracking involves identification of the User, duration of visit, and a record of information accessed. This information is used for system assessment and security purposes. User agrees to indemnify and hold harmless DAHP, the state of Washington and its employees and agents against claims arising out of User's violation of this agreement.

IV. Data Availability

A. The User acknowledges that the use of DAHP data is limited to environmental review, site protection, scientific research or educational development. Use of this data does not preclude the need for field surveys for cultural resources in areas where such surveys have not been conducted in the recent past, or where previous surveys have not met current professional standards.

B. Neither DAHP nor any of its officials or employees makes any warranty of any kind for the information, express or implied, including but not limited to any warranties of merchantability or fitness for a particular purpose, nor shall the distribution of this information constitute any warranty. The information is collected from various sources and will change over time without notice. DAHP and its officials and employees assume no responsibility or legal liability for the accuracy, completeness, reliability, timeliness, or usefulness of any of the information provided nor do they represent that the use of any of the information will not infringe privately owned rights.

V. Length of Agreement

The term of this agreement shall commence on the date access has been established and terminate June 30th, 2014.

A. This agreement may be renewed at DAHP's sole discretion.

B. DAHP may terminate this agreement without notice if, in DAHP's sole discretion, the User has failed to comply with the terms and conditions of this agreement.

C. DAHP reserves the right to charge a fee for access to the web portal at any time. The User will be notified in advance of any such change.

I HEREBY AGREE TO ABIDE BY AND COMPLY WITH ALL TERMS AND CONDITIONS SET FORTH HEREIN.

Signature

Date

Print Name

SAW User Name

Signature of Tribal Historic Preservation Officer/
Cultural Resources Department Manager

Date

FOR DAHP USE ONLY

Approved by:

DAHP Archaeologist

Date

Entered into DAHP Web Portal Database:

Name

Date